

IN THE DISTRICT COURT OF CLEVELAND COUNTY  
STATE OF OKLAHOMA

FEB 24 2012

AMY HOUGH,

Plaintiff,

vs.

STATE FARM MUTUAL  
AUTOMOBILE INSURANCE  
COMPANY,

Defendant.

DOCKET PAGE RECORDED  
Rhonda Hall, Court Clerk  
DEPUTY

Case No.

CJ-2012-294 L

PETITION

COMES NOW the Plaintiff, Amy Hough, and for her cause of action alleges and states:


1. On or about July 9, 2010, Plaintiff was injured in an automobile accident on State Highway 28, Mayes County, Oklahoma.
2. That the aforesaid accident was the direct result of the negligence of John A. Sufficool in that he failed to exercise reasonable care in the operation of his motor vehicle.
3. That as a result of Sufficool's negligence, Plaintiff has incurred medical expenses, lost earnings, physical pain and suffering, and mental pain and suffering and disfigurement.
4. That at the time of the aforementioned collision, a policy of insurance was in full force and effect between the Plaintiff and Defendant, State Farm Mutual Automobile Insurance Company. The aforementioned insurance contract between Plaintiff and Defendant contained a provision for, among other things, uninsured and/or underinsured motorist coverage.
5. Defendant State Farm Mutual Automobile Insurance Company has refused to uphold the terms of the policy and other damages as provided by law as it is required to do under the terms of the subject insurance policy.

6. Defendant State Farm Mutual Automobile Insurance Company has breached its contract with Plaintiff.
7. Through its refusal to uphold the terms of its policy, Defendant State Farm Mutual Automobile Insurance Company has failed to deal fairly and in good faith with their insured.
8. Plaintiff has suffered emotional distress as a result of Defendant State Farm Mutual Automobile Insurance Company's refusal to uphold the terms of its policy.
9. Defendant State Farm Mutual Automobile Insurance Company's refusal to uphold the terms of its policy represents an intentional and calculated act of bad faith. As a result of Defendant State Farm Mutual Automobile Insurance Company's tortuous misconduct, Plaintiff is entitled to recover punitive damages from Defendant State Farm Mutual Automobile Insurance Company in an amount sufficient to adequately punish them, and in an amount sufficient to promote the underlying policies supporting the award of such damages in appropriate cases.
10. Plaintiff is entitled to recover actual and punitive damages from the Defendant in an amount exceeding the sum of \$75,000.00, exclusive of interest and costs.

WHEREFORE, premises considered, Plaintiff prays for judgment from Defendants for compensatory and punitive damages, together with interest, costs, attorney's fees, and any other relief this Court deems just and equitable.

Respectfully submitted,

GRIFFIN, REYNOLDS & ASSOCIATES

  
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